FIRE PROTECTION

MUTUAL AID AGREEMENT

By and Among

MUNICIPALITY OF ANCHORAGE

STATE OF ALASKA, DIVISION OF FORESTRY

ANCHORAGE INTERNATIONAL AIRPORT

ALASKA AIR NATIONAL GUARD

FORT RICHARDSON

3 WG ELMENDORF AIR FORCE BASE

- PURPOSE: This Agreement establishes the policies and procedures whereby participants provide mutual aid in fire prevention, hazardous materials incidents response, in the protection of life and property from fire, hazardous materiais incidents rescue and wiidland fire support of each o-the? Services will be provided only upon request, and extent of services shall be governed by the capability of any participant to provide requested services. The participants in this agreement are 3rd Wing EAFB; State of Alaska, Division of Forestry; Anchorage International Airport Fire Department; Alaska Air National Guard, Kulis; Fort Richardson Fire Department; Anchorage Fire Department.
- II. <u>A UTH 0 R ITY</u>: DoD 4000.19 Interservice and intragovernmental Support Agreement Procedures and AFI 25-201/PACAFAFI Supplement 1. The following authority and regulations are applicable to support rendered under the terms of this agreement:
 - a. Anchorage Municipal Code (A.M.C.) 3.20.070(B)(4)
 - b. United States Code (U.S.C.) 42 U.S.C. 1856 (A)
 - c. Alaska Statutes (A.S.) Chapter 41.15.030
 - d. Air Force Instruction 32-2001
 - e. Army Regulation (A.R.) 420-90

III. GENERAL .

a. SCOPE: Actions and agreements herein apply only to the participants and are not intended to supersede existing regulations or agreements. Support rendered under the terms of this agreement shaft be consistent with historical boundaries of each participating agency.

b. ASSUMPTIONS:

- (i) This support will remain in effect during implementation of Operational Plans. Provision of services shall be consistent with established operational plans of the participants. Specific provisions and guidance, including action in the event of aircraft crashes, are reflected in section IV.
- (2) The Anchorage Fire Chief is designated as coordinator and information dorrelator for all parties to this Agreement. This includes, but is not limited to compiling, revising and **distributing** information relative to changes in

operations and/or equipment that will directly affect support requested or rendered.

- (3) The Anchorage Fire Chief will be responsible to schedule and conduct not less than two (2) meetings per year to be attended by a representative of each participating agency. The purpose of these meetings shall be to discuss areas of mutual interest and conduct other business relative to this Agreement. Meetings shall be scheduled in March and September of each year.
- (4) The primary subject of the March meeting will be review of plans and procedures to cope with wildland fires for the approaching summer months and to revise resource lists as necessary.
 - (5) Special meetings may be called at any time by any participating agency.

c. TERMS OF AGREEMENT

- (1) It is agreed the participants will assist each other as outlined in Section IV.
- (2) It is further specifically agreed and understood by an among the parties hereto that this Agreement does not and shall not create any monetary contractual obligations between or among the parties with the exception of aircraft flight hour costs and retardant slurry costs per gallon. Agencies with aircraft will notify participants (not later than April of each year) as to costs of aircraft and slurry.
- 3) No additional manpower resources are required to perform the support provided for in this Agreement and are limited to equipment and manpower stationed with the Agreement boundary.
- (4) In the event of mobilization, support provided under the terms of this Agreement will be provided on an as available basis and will continue as long as the agency is able to provide the assistance.

IV. RESPONSIBILITIES:

- a. FINANCIAL MANAGEMENT: IAW DoD 4000.19 para D6 and Attachment 6 para A6.2 of AFI 25-201 dated December 1996, this agreement is of mutual benefit and falls into the category as a non-reimbursable.
- b. LOGISTICS SUPPORT: N/A
- c. OPERATIONAL SUPPORT: N/A
- d. MISSION SUPPORT:

- 1. The protection area of this Agreement shall include all lands, public and private, situated within the official boundaries of the Municipality of Anchorage. The area contains the highest population and property density in the State. A fire or aircraft crash on the lands administered by any party of this agreement presents an immediate threat to adjacent lands, life and property.
- 2. In recognition of the urgent necessity for immediate and swift response in the event of major fires and military or civilian aircraft crashes (with or without fires) occurring within the area described, and in order to protect human life and to assure minimum damage to and destruction of property, the parties hereto agree to render assistance to each other in firefighting and rescue, within capability, when assistance is requested by any party hereto.
- 3. The Fire Chief of the participant whose equipment can most expeditiously reach the fire or aircraft crash scene will dispatch equipment immediately upon notification. Upon arrival, the Fire Chief of the participant in whose area the fire or aircraft crash occurred will assume charge of firefighting or aircraft crash operations. If the crash is a military aircraft, the senior military officer on scene will assume command of the crash site and coordinate extinguishment and rescue with the participant in whose jurisdiction the crash occurred.
- 4. The Fire Chief or Officer in Charge may request assistance from any or all the participants hereto. The dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. Any request for aid shail specify the equipment, the number of personnel and location to which the equipment and personnel are to report. The Fire Chief of the responding department shall determine the amount and type of equipment that can be committed to the request.
 - b. The responding department shail report to the Fire Chief or Officer in Charge of the incident and shall be subject to the orders of that Fire Chief or Officer in Charge.
 - c. Mutual aid resources shall be released as soon as their services are no longer required. Mutual aid resources may have to be released from the incident scene if an emergency occurs within their primary response area.
- 5. In no event shall the fire department of one of the participants hereto aid a fire department of another participant if, by so doing, the area of the party responding to the aid of another would be placed in jeopardy. This shall be determined in each instance by the Fire Chief of the area from which support is requested.

- 6. Each party waives all claims against every other party for compensation for loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement. However, this does not preclude fire organizations from filing claims for firefighting costs and losses under 15 U.S.C. 2210.
- e. MANPOWER No additional manoower resources are required to provide the support required under this' agreement. The support required under this agreement is limited to the equipment and manpower stationed within the agreement boundary.

V. REVIEW. **NEGOTIATION** OR AMENDMENT

- (1) This Agreement will be reviewed annually during the September meeting, per section !!! para b(3), and will be up for renewal every three years.
- (2) Special review, negotiation or amendment may be initiated at any time upon written request from any participant. Such written request will be submitted to the Anchorage Fire Chief.
- (3) This Agreement will remain in effect for three years unless otherwise amended or terminated.
- (4) Any proposed amendments must be submitted in written form. If favorably received and approved by all participants, the amendment(s) will be attached to and become a part of this document.

VI. TERMINATION CLAUSE:

- (1) This agreement may be terminated at any time by mutuai consent.
- (2) Any participant may terminate this by providing all other participants with written notification at least 90 days in advance of the termination date.
- VII. EFFECTIVE CLAUSE: This Mutual Aid Agreement is effective upon the date of the last signature. (Signature page attached)

MUTUAL AID AGREEMENT

Alaska Air National Guard <i>Recommendation</i> :	
Antoto. Fur ROBERT D. LEE, FIRE CHIEF OFFICER	9JU298 DATE
APPROVAL: JARKE LESTENKOF MG, AKNG ADJUTANT GENERAL, AK	7/10/28
ANCHORAGE INTERNATIONAL AIRPORT RECOMMENDATION: TIMOTHY W. FOSTER, FIRE CHIEF OFFICER	7-16-98 DATE
MORTON V. PLUMB JR. DIRECTOR	7/12/98 DATE
ELMENDORF AIR FORCE BASE RECOMMENDATION.	
FRANCIS L MORAN II CHIEF, FIRE PROTECTION	8-6-71 Date
APPROVAL: STEPHEN D. BROWN Coionel, USAF Commander, 3rd Wing	8-21-98 DATE
FRED W. SWEN, FIRE CHIEF OFFICER	8-25-98 DATE
ANTHONY M. COROALLES COL, IN GARRISONCOMMANDER	8-31-97 Date

MUTUAL AID AGREEMENT Signature Page (continued)

STATE	OF	ALASKA,	Division	OF	FORESTRY
RECOMMENDATION:					

DEAN BROWN, DEPUTY DIRECTOR

7/23/90-

7/30/98 DATE/

Municipality of Anchorage

RECOMMENDATION:

M. JAMES NOLAN, FIRE CHIEF OFFICER

9/3/98/ DATE

George Vakalis
Municipal Manager

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